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State of Kansas, Kansas State University and Kansas Association of Public Employees (1979)

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State of Kansas, Kansas State University and Kansas Association of Public Employees (1979)

Keywords

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MEMORANDUM OF AGREEMENT

Between

State of Kansas
Kansas State University

and

Kansas Association of Public Employees

4/82

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made and entered into this 20th day of February, 1979, between the State of Kansas, Kansas State University, hereinafter referred to as the "University"; and the Kansas Association of Public Employees, hereinafter referred to as "KAPE."

STATE OF KANSAS



OFFICE OF THE GOVERNOR

State Capitol
Topeka 66612

John Carlin Governor

RECEIPT OF MEMORANDUM OF AGREEMENT PURSUANT TO
K.S.A. 1976 Supp. 75-3711, 75-3711c, and 75-4300.

This is to notify all persons concerned that the Memorandum of Agreement between Kansas State University, State of Kansas, and Kansas Association of Public Employees dated February 20, 1979, for a term ending March 1, 1982, has been received by the Governor's Office.

A review of the Memorandum of Agreement discloses no item or matter which necessitates adoption, modification or revision of any rule or regulation of the Department of Administration, nor the passage of any legislation in order to implement the terms of said document. Therefore, all terms of the Memorandum of Agreement are effective as of the date provided therein.

The Memorandum of Agreement, together with the original of this receipt and determination, are permanently filed with the Division of Personnel Services, Department of Administration, State of Kansas, as a public document.

Date:

May 14, 1979

By the Governor

John Carlin

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ARTICLE 1

Recognition

The University recognizes KAPE as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances of all employees in the unit found appropriate by the Public Employee Relations Board in case number UE 15-1973 amended by the Board.

Appropriate unit shall INCLUDE all eligible maintenance and service employees at Kansas State University within the classifications set forth below, and appropriate unit shall EXCLUDE officials; managers; professional, office, clerical and confidential employees; security guards; and supervisors as defined in the Act under Section 75-4322(b):

Agricultural Lab Tech. I	Drug Clerk
Agricultural Lab Tech. II	Electronics Comm. Tech.
Animal Caretaker I	Electronics Tech. I
Animal Caretaker II	Electronics Tech. II
Audio Visual Educ. Tech.	Engineering Tech. I
Automotive Driver	Engineering Tech. II
Automotive Mechanic I	Engineering Tech. III
Automotive Mechanic II	Equipment Operator I
Automotive Mechanic's Helper	Equipment Operator II
Automotive Service Worker	Equipment Operator III
Bookbinder I	Farmer I
Bookbinder II	Farmer II
Bookbinder Apprentice	Florist
Cook I	Food Service Worker I
Cook II	Food Service Worker II
Custodial Worker	Forestry Tech. I
Dairy Food Processor	Forestry Tech. II
Domestic Worker	Gardener

Grain Mill Tech.	Medical Tech. I
Ext. Nutritional Asst. I	Medical Tech. II
Ext. Nutritional Asst. II	Nuclear Reactor Operator
Hospital Attendant	Nuclear Reactor Oper. Trainee
Instrument Maker	Horticulturist
Laborer I	Photographer I
Laborer II	Photographer II
Lab Educ. Tech.	Photographic Processor
Lab Equip. Repair Tech.	Phototypesetter
Lab Tech. I	Printing Press Operator
Lab Tech. II	Printing Press Operator Asst.
Laundry Worker	Print Shop Apprentice
Lithographer	Printer
Machinist	Ref. & Air Cond. Serv. Tech.
Maintenance Carpenter	Sheet Metal Worker
Maintenance Electrician	Power Plant Operator I
Maintenance Mason	Power Plant Operator II
Maintenance Painter	Storekeeper I
Maintenance Plumber	Storekeeper II
Gen. Maint. & Repair Tech.	Van De Graaff Acc. Oper.
Meat Cutter	Welder
Meat Lab Asst.	

ARTICLE 2

University - KAPE Responsibilities

KAPE and the University each agrees that the purpose and intent of this Agreement is to contribute and promote the best conduct of public business, to promote maximum cooperation and harmony in employee relations, to recognize mutual interests, and to reduce to a minimum the causes of employee relations disputes.

ARTICLE 3

Management Powers and Rights

It is understood and agreed by KAPE that nothing in this Memorandum of Agreement is intended to circumscribe or modify the existing right of the University to manage and operate its facilities; direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions with the University; suspend or discharge employees for proper cause; maintain the efficiency of governmental operation; relieve employees because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the University; and to determine the methods, means and personnel by which operations are to be carried on. It is further specifically agreed that the foregoing enumeration of the rights of the University shall not be determined to exclude other rights not specifically enumerated unless abridged and modified by provisions included within this Agreement. It is also understood there are other inherent rights of management which may be exercised during the terms of this Agreement.

It is further understood and agreed that the provisions of this Agreement are intended to extend to such matters relating to conditions of employment enumerated in this Agreement except any subject preempted by federal or state law, or the authority and power of any civil service commission, personnel board, personnel agency or its agents established by statute, ordinance or special act to conduct and grade merit examinations and to rate candidates in the order of their relative excellence, from which appointments or promotions may be made to positions in the competitive division of the classified service of the University served by such civil service commission or personnel board.

ARTICLE 4

Employee Organization Membership

The University and KAPE agree that University employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of meeting and conferring with public employers or their designated representatives with respect to grievances and conditions of employment.

University employees also shall have the right to refuse to join or participate in the activities of employee organizations.

The University and KAPE further agree that they will not coerce, intimidate, or otherwise force any employee to join or not join KAPE as a condition of employment.

ARTICLE 5

Non-Discrimination

It is agreed by the University and KAPE that the University will assure equal opportunity to qualified individuals regardless of their race, color, religion, age, national origin, ancestry or sex and to promote the full realization of equal employment opportunity for minorities and women through a comprehensive Affirmative Action program. In addition, the University will assure equal opportunity to the handicapped and to disabled veterans and Viet Nam era veterans regarding positions for which they are qualified.

The University and KAPE further agree that there shall be no coercion, harassment, or discrimination against employees because of membership in or association with the activities of KAPE or because of participation in any grievance, complaint or other proceeding as set forth in this Agreement.

ARTICLE 6

Workweek and Overtime

Section 1. The University and KAPE agree that the "workweek" is a regularly recurring period of 168 hours in the form of seven (7) consecutive 24-hour periods. The workweek will begin at 12:01 a.m. Sunday and end at 12:00 midnight Saturday. Except for food service employees, the regular workweek shall be five (5) consecutive days and the regular workday shall not exceed eight (8) hours within nine (9) consecutive hours. When scheduling the hours of work for various employees, it may be necessary to schedule some employees to work Saturday or Sunday or both as part of their schedule, but the total hours regularly scheduled in a workweek shall not exceed forty (40).

Section 2. (a) Overtime is defined as all hours worked which exceed forty (40) in a workweek for all employees.

(b) Time off with pay shall be included as time worked for purposes of computing overtime.

(c) Regular scheduled hours shall not be reduced during a current workweek solely to deny an employee eligibility for overtime compensation. Further, the University agrees that changes in employee future workweek schedules will be made as necessary to maintain the proper level of service of that department, and not for the sole purpose of denying overtime to an individual employee.

(d) Overtime shall be distributed equally

among employees in their classification so long as they are qualified to do the required work. Any error in the distribution of overtime will be corrected by later assignments when overtime is available.

Section 3. Overtime for eligible employees shall be compensated for hours worked as provided in this Agreement in excess of forty (40) hours in a workweek at 1½ times the regular straight time hourly rate. When compensating for overtime with compensatory time, it will be given at time and a half rate within a six (6) month period.

ARTICLE 7

Flextime Policy

The University has noted KAPE concerns for the need of a flextime policy for the traditional 8:00 a.m. to 5:00 p.m. work period. The University agrees to study the feasibility of the implementation of a flextime policy for the employees on this work schedule. The University further agrees to keep KAPE informed on a periodic basis on the progress of this study.

ARTICLE 8

Rest Periods

The University and KAPE agree that employees in the appropriate unit will have two (2) fifteen (15) minute rest periods, one to be at or near the middle of the first four (4) hours of the work shift and the other to be at or near the middle of the second four (4) hours of the work shift. In

both cases, rest period times will be designated by the department supervisor.

During rest periods employees are free to leave those work stations not requiring continuous attendance as long as they return to the work station within fifteen (15) minutes.

If employees are required to work overtime which requires them to work two (2) hours or more in addition to their regular eight (8) hour shift, they will be provided with a thirty (30) minute dinner break on the job, with pay, at the beginning of the eleventh (11th) hour or sooner, if possible.

ARTICLE 9

Call-in and Call-back

The University agrees to the following:

Section 1. Employees who are called back to work after having completed their regular work shift and having left the University premises will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work.

Section 2. Employees who are called in to work on a regular scheduled day off will be given a minimum of two (2) hours work or two (2) hours pay if given less than two (2) hours work.

Section 3. The minimum of two (2) hours shall not apply if the employee was on stand-by when called in or called back, nor shall it apply if the employee was called in or called back during the two (2) hour period immediately prior to the beginning of the employee's next regularly scheduled work shift. Only the hours actually worked shall be credited in determining eligibility for overtime compensation.

ARTICLE 10

Stand-by

Section 1. The University may require an employee to be on stand-by. Stand-by time means a period of time outside an employee's regularly scheduled work hours, during which the employee is required, at University direction, to remain in close proximity to his or her home, and which, for all practical purposes, deprives the employee of unrestricted use of his or her off-duty time. An employee on stand-by shall be available at University direction for immediate recall to perform necessary work. Stand-by assignments shall be limited to work situations where a probability for emergency recall of employee(s) exists.

Section 2. Employees who receive stand-by orders shall be compensated at the rate of one dollar (\$1.00) per hour for those hours they serve on stand-by status.

Section 3. Employees on stand-by who are called in to work shall be compensated for the actual hours worked at the appropriate rate of pay. They shall not be paid stand-by compensation for the hours they actually worked. Only the hours actually worked by the employee shall be credited in determining eligibility for overtime compensation.

Section 4. An employee on stand-by who is not available when called and who does not present reasonable justification for failure to report when called shall lose stand-by compensation for that stand-by period.

ARTICLE 11

Holidays

Section 1. The University and KAPE agree that employees in the appropriate unit shall have the following legal holidays with pay:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Veteran's Day

In addition to the above holidays, such other days as may be designated as holidays by the Governor as days on which state offices will be closed shall be considered holidays with pay for employees in the appropriate unit.

Section 2. When one of these legal holidays falls on a Saturday, the preceding Friday shall be the officially observed holiday for state employees. When one of the legal holidays falls on a Sunday, the following Monday shall be considered as a holiday. A full time employee who is required to work on a legal holiday or on an officially observed holiday shall, in addition to his or her regular salary for the pay period, either be paid an additional amount, at the time and a half rate, for the hours worked on the holiday or receive compensatory holiday credits for the hours worked on the holiday at the rate of one and a half (1½) hours credit for one (1) hour worked. If compensatory holiday credits are given and consistent with the needs of the University, earned compensatory holiday credits, when requested in advance, will be approved. Compensatory holiday credits may be given any time within a six (6) month period following the holiday worked.

Section 3. When one of the legal holidays falls during an employee's vacation, such holiday shall not be counted as a day of vacation.

Section 4. Each employee, regardless of his or her work

schedule, shall be given credit for the same number of holidays as are credited to employees whose regular workweek is Monday through Friday.

Section 5. In the case where a legal holiday (such as New Year's day) is preceded or followed by an officially observed holiday (for example, December 31 or January 2) a full time employee who is required to work on both the legal holiday and the officially observed holiday shall receive the additional holiday pay or the compensatory holiday credits for only one (1) of the two (2) days.

ARTICLE 12

Vacations

Section 1. The University and KAPE agree that each permanent, probationary and conditional employee in the appropriate unit earns leave as outlined in the following paragraphs. Persons employed in temporary and emergency positions do not earn leave credits.

Section 2. Permanent, probationary and conditional employees earn and may accumulate vacation leave as shown below, subject to the following provisions. Monthly employees must be in pay status for seventeen (17) or more days in a payroll period to earn vacation leave for that period, except that vacation leave is earned during the initial payroll period if the employee is in pay status continuously from the sixth (6th) working day of the payroll period. When terminating, leave credits are not earned after the last day of work.

Section 3. Vacation Leave Credits and Maximum Accumulations:

Rate of Earning

<u>Years of continuous service</u>	<u>Full time monthly employees</u>	<u>Hourly employees</u>	<u>Maximum accumulation</u>
Less than 5 years	1 day per payroll period	1 hr. per 22 hrs. worked.** Limit 8 hrs. per payroll period***	18 working days (144 hours)
5 years and less than 10 years	1½ days per payroll period*	1½ hrs. per 22 hrs. worked.** Limit 10 hrs. per payroll period***	22 working days (176 hours)
10 years and over	1½ days per payroll period*	1½ hours per 22 hrs. worked.** Limit 12 hrs. per payroll period***	24 working days (192 hours)

*The regular payroll period is of one (1) month's duration. Semi-monthly paid employees earn one-half (½) time indicated in table for monthly employees.

**Overtime worked is not counted in determining vacation leave earned.

***Hourly employees paid semi-monthly are limited to one-half (½) the number of hours shown per payroll period.

Section 4. Applications for vacations must be approved by the department head. Vacation leave may not be used until an employee has been employed six (6) months, but upon the completion of the six (6) month period, vacation time shall be allowed for the time served during such period. Thereafter, the department head determines when vacations may be taken. Vacation leave may be used in units of one (1) hour when needed for personal reasons.

Section 5. Consistent with the needs of the University, earned vacation leave, which is requested in advance, will be approved. Vacation leave will be granted on an equitable basis and the University will make a reasonable attempt to satisfy leave requests of employees. In the department head's annual scheduling of vacation leaves, any conflict between employees desiring the same time period will normally be resolved by longevity within each classification by departments. Once a vacation leave has been approved, an employee will not be required to relinquish this approved vacation time in favor of another employee.

ARTICLE 13

Annual Leave for School Employees

- (a) The University and KAPE agree that school employees covered by this Agreement who are employed in a nine (9) month position during which there are scheduled vacation periods such as Thanksgiving, Christmas and Easter, and whose services are not required during such scheduled vacation periods shall be granted annual leave during such scheduled school holidays for as many days as the employee has annual leave accrued or could accrue during the school year. Such annual leaves shall be allowed even though such employee has not been employed for a period of six (6) months, except that any such employee separated from the University before the end of the school year for which he is employed, shall be charged on his final pay voucher for any such advance leave taken with pay.
- (b) The University further agrees that school employees who remain employed for the full school year shall earn vacation leave credits for the full period employed regardless of the beginning and ending time of the school year in accordance with the schedule set forth in Article 12.

ARTICLE 14

Sick Leave

Section 1. Sick leave with pay shall be granted all permanent, probationary and conditional employees in the appropriate unit of the University at the rate of one (1) working day for each payroll period of service, except as provided in the following:

- (a) Employees on an hourly rate who work less than full time as a usual schedule shall be entitled

to one (1) hour of sick leave for each twenty-two (22) hours on payroll. Hourly paid employees may not earn more than eight (8) hours of sick leave credit in any one (1) payroll period.

- (b) All new eligible employees shall be entitled to earn one (1) day sick leave for the first payroll period if they enter on duty on or before the sixth (6th) working day of the payroll period.
- (c) Sick leave may be accumulated without limit.
- (d) Sick leave with pay shall be granted only for the following reasons:
 - (1) Illness or disability of the employee;
 - (2) Pregnancy, childbirth, miscarriage, abortion, and recovery therefrom;
 - (3) The employee's personal appointments with a physician, dentist or other recognized health practitioner;
 - (4) Legal quarantine of the employee.
- (e) After exhausting their accumulated sick leave, permanent employees may be granted leave without pay, not to exceed one (1) year, (conditional employees may not exceed thirty (30) calendar days) for illness, childbearing, or other temporary disabilities. A physician's statement is required for illness, childbearing or other temporary disabilities for leave without pay which exceeds thirty (30) calendar days.

Section 2. Employees who become ill while at work shall notify their immediate supervisor, after which they may leave work. If employees become ill while away from work, they shall notify their immediate supervisor as soon as possible. If they fail to notify their supervisor, they may be charged leave without pay.

Section 3. When the University has good cause to believe an employee is abusing sick leave, said employee may be required to submit a physician's statement substantiating each absence due to illness.

Section 4. KAPE recognizes the importance of sick leave and the obligations of the employees, as well as the advantage to them to utilize it only when incapacitated for the performance of duty by sickness, injury or other valid reasons. KAPE, therefore, agrees to support the University in efforts to eliminate unwarranted or improper use of sick leave.

ARTICLE 15

Funeral Leave

An employee in the classified service, excluding an employee on an emergency appointment, may be granted leave with pay, not exceeding three (3) working days, to make arrangements for and attend the funeral of a member of his immediate family. Additional working days, not to exceed three (3), may be granted on a showing that circumstances require travel out of the surrounding area or a showing that an earlier return would work a hardship on the employee. The length of service of the employee, the employee's relationship to the deceased, and necessary travel time shall be among the factors considered in determining whether to grant funeral or death leave, and, if so, the amount of leave to be granted.

Immediate family shall be defined as spouse, child, mother, father, brother, sister, foster parents, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren or any relative residing in the household.

Funeral leave shall not exceed six (6) working days in any one instance.

ARTICLE 16

Military Leave

Section 1. It is agreed by and between the University and KAPE that any permanent, probationary, or conditional employee in the classified service, excluding those on temporary and emergency appointments, shall be granted leave without pay to cover the length of military service. Each request for military leave shall be accompanied by a copy of the appropriate military orders. Any military leave shall expire within ninety (90) days after release from such service. Failure to return within the 90-day period shall result in cancellation of the military leave and the employee shall receive no credit for time so served.

Section 2. Any employees who receive an honorable discharge from military service shall, if they make application to the appointing authority within ninety (90) days after the effective date of their release from active duty, be reinstated in a position in the same class as the position held at the time the leave was granted. Their status upon reinstatement shall be the same as it was at the time the leave was granted.

- (a) After reinstatement from authorized military leave, in all actions where employee status is affected by length of service, the time which the person served with the military service shall be considered the same as time served with the state.

ARTICLE 17

Worker's Compensation

All employees of the University are provided protection under the Worker's Compensation Act. Compensation for disability will not be paid until and unless the employee is disabled for a period

of at least seven (7) days. If the disability exists for three (3) consecutive weeks or more, then compensation shall be paid for the first week. Other compensation may be paid as provided in the Act.

ARTICLE 18

Jury Duty Leave

Permanent, probationary or conditional employees in the appropriate unit of the University shall be granted leaves of absence by the University for required jury duty or for any other required appearance before a court, (other than in the capacity as a defendant), a legislative committee, or other official judicial or quasi-judicial body. Such employees shall receive that portion of their regular salary which will, together with their jury duty pay, equal their total regular salary for the same period.

The employee may retain any amount paid to the employee for his or her expenses in traveling to and from the place of the jury duty or required appearance.

ARTICLE 19

Time Off for Voting

The University will grant employees in the appropriate unit time off to vote in accordance with applicable Kansas State Statutes.

ARTICLE 20

Transfer of Leave Credits

Section 1. When an employee transfers from one state agency

to another or between departments within the University, his or her accumulated vacation and sick leave credits shall be transferred with the employee. The new agency or department may require that the transferring employee work six (6) months in that agency or department before he or she uses vacation leave.

Section 2. When an employee separates from one agency and is appointed to another agency on the following working day (the separation and appointment being other than a transfer), the employee's accumulated vacation and sick leave shall be transferred with the employee.

ARTICLE 21

Pay for Accrued Vacation and Compensatory Time Credits at Time of Termination

Employees covered by this Agreement who resign or are otherwise separated from the service shall be paid for their accumulated vacation leave and compensatory time credits at the same time as they are paid for their last day of work. Pay for vacation leave or compensatory time credits shall be calculated on the same basis as the pay for the days they actually worked in the pay period that includes the last day worked, except that holidays which fall within the period of time represented by the leave credit shall be counted as a working day. Pay for such vacation or compensatory time credit shall be a lump sum addition to the employee's last paycheck.

- (a) No employee shall earn credit for vacation, sick leave, or holidays after the date of his or her resignation or other type of separation from the service.
- (b) No employee shall receive pay for accumulation of vacation time unless he or she is eligible at time of separation to use such vacation leave.

ARTICLE 22

Leave Without Pay

Permanent employees in the appropriate unit at the University may be granted leaves of absence without pay for a reasonable period of time consistent with effective fulfillment of the University duties, but not to exceed one (1) year for illness, child-bearing, or other temporary disabilities, or for other good or sufficient reason. Such leave, if it is to exceed thirty (30) calendar days, shall be requested in writing by the employee on a form provided by the Division of Personnel and shall require written approval of the University appointing authority.

- (a) Employees without permanent status may be granted leave without pay for a period not to exceed thirty (30) days for sickness, disability or other good and sufficient reason. Each such absence shall be reported to the Division of Personnel Services.
- (b) Permanent employees may be granted leaves of absence without pay from a classified position in order to take an appointive position in the unclassified service.
- (c) Voluntary separation from the classified service to accept employment outside the state service shall be considered insufficient reason for approval of a leave of absence without pay except as provided in this Agreement under "KAPE Leave."
- (d) If interests of the University require, the University appointing authority may terminate a leave of absence without pay by giving at least two (2) weeks notice in writing to the employee.
- (e) An employee returning at the expiration of an approved leave without pay or upon notice by

the University that a leave without pay has been terminated, shall be returned to a position in the same classification as the position held at the time the leave was granted, or in another classification in the same salary range for which he or she meets the qualifications.

- (f) Failure to report on the expiration date of an authorized leave of absence shall be deemed a resignation.
- (g) Employees serving a probationary period from a promotional certification may be granted leaves without pay provided permanent status had been earned in the classification in which employed prior to the current appointment. The employee's current probationary period shall be continued effective with return from leave until the total time actually served equals the time required.
- (h) Employees on leaves of absence without pay shall not be credited with time accrual for purposes of vacation, sick leave or salary increases.

ARTICLE 23

KAPE Leave

A permanent employee in the appropriate unit of the University may request a leave of absence, without pay, to accept a full-time KAPE position to which appointed or elected. A KAPE leave of absence shall not be granted to exceed one (1) year.

An employee who returns at the expiration of a regularly approved KAPE leave without pay shall be returned to a position in the same class as the position held at the time the leave was granted.

Failure to report for work on the expiration of an authorized KAPE leave of absence or failure to return at an earlier date after receiving at least two (2) weeks prior notice from the University shall be deemed a resignation.

ARTICLE 24

Probation

Section 1. The University and KAPE agree that all original and reinstatement appointments shall be subject to a probationary period.

Section 2. Employees in the appropriate unit of the University on original appointments shall be in a probationary period for their first six (6) months of employment. Probationary periods may be extended, but in no case shall the total probationary period exceed one (1) year.

Section 3. Employees who are promoted to higher classifications shall be subject to a probationary period of not less than three (3) months nor more than six (6) months. Such probationary period may not be extended. "Probation" for purposes of this section relates to an employee's ability to satisfactorily perform the requirements of the position to which promoted. If the promotional appointee's services during this probational period are found to be unsatisfactory, the University will permit the employee to return to a position in the same class as the position in which the employee served before the employee's promotion.

Section 4. Employees who are reinstated shall be subject to a probationary period which shall not be less than three (3) months nor more than six (6) months. This probationary period may not be extended.

ARTICLE 25

Personnel Records

Both parties agree to the review of the University's personnel records of individual employees in accordance with all state and federal statutes at the discretion of the employee. By appointment, personnel record information as agreed may be reviewed in the Office of Personnel Services.

ARTICLE 26

Class Specifications

By appointment, the University will make available to KAPE for review in the Personnel Services Office the official Civil Service class specification and/or job description for any specific position in the appropriate unit in cases where a vacancy, promotion or grievance is involved.

ARTICLE 27

Health Insurance

Employees in the appropriate unit will continue to participate in the State of Kansas Group Health Plan as established by the State of Kansas. It is agreed that the University shall pay the portion of the employee's premium for health insurance coverage as prescribed by the State Legislature.

ARTICLE 28

Retirement Benefits

Employees in the appropriate unit will continue to be eligible to participate in the retirement program provided by the Kansas Public Employees Retirement System.

ARTICLE 29

New Hire Orientation

The University will provide all new employees in the appropriate unit a packet of orientation and information material. This packet will include mutually agreed upon KAPE information.

ARTICLE 30

Employee Evaluation and Appeal

A service rating shall be prepared and furnished each employee covered by this Agreement. Such ratings shall be made at least annually; however, the appointing authority may have a special evaluation made for an employee at any time.

The actual rating of each employee shall be made by the employee's immediate supervisor, or by other qualified person(s) designated by the appointing authority.

The employee shall be informed on the standards on which his or her job performance is rated, his or her rating on each of these standards, and his or her final adjective rating as assigned by the rater(s) within ten (10) days after its completion. The employee shall be given the opportunity to sign the evaluation as evidence that he or she has been informed of the evaluation, but such signature shall not abridge the permanent employee's right of appeal if he or she disagrees with the evaluation.

If an employee with permanent status believes that he or she has been unfairly rated, the employee may, within seven (7) calendar days after he or she has been informed of his or her rating, address an appeal in writing to the appointing authority. The appointing authority, within seven (7) calendar days following receipt of the employee's written notice of appeal, shall appoint

a committee of three (3) or more persons to hear the appeal. The appeal committee shall not include the initial rater or raters. Before appointing the appeal committee, the appointing authority shall give the employee an opportunity for consultation on the matter.

The appeal committee shall consider such evidence as may be offered by the employee and the rater(s), and as it may secure on its own initiative, and shall, within ten (10) calendar days of the date the members of the committee were appointed, prepare and sign a rating for the employee, which rating shall be final and not subject to further appeal.

An employee serving a probationary period on a promotional appointment, a reinstatement, or a transfer, shall have the same right to appeal his or her evaluation as an employee with permanent status, if the employee had permanent status in the class in which he or she most recently served prior to promotion, reinstatement or transfer. Except as noted above in this paragraph, a probationary employee shall not have the right to appeal an evaluation.

A conditional employee shall not have the right to appeal an evaluation.

ARTICLE 31

Promotion and Vacancy Procedure

Section 1. It is the University policy that whenever feasible, vacancies will be filled by promotion from within the organization.

Section 2. The University agrees that all new and vacant job openings in the appropriate unit shall be posted on two (2) bulletin boards, one (1) each located in Anderson Hall and the

K-State Union, for a period of three (3) working days with the date of posting indicated on the notice. Concurrently with other posting, sufficient copies of these vacancy announcements for posting on the bulletin boards reserved for the exclusive use of KAPE will be furnished to KAPE in accordance with the Campus Mail Service article of this Agreement.

Section 3. Employees within the appropriate unit who desire to apply for a posted vacancy must obtain a form available for such purpose from the office of the University Personnel Services and submit their application within the period required in the posting. If, in the judgment of the University, any one of the employee applicants fully meets the qualifications required and has an acceptable work record, one such employee applicant will be selected for the job over applicants from the outside.

ARTICLE 32

Seniority

Section 1. The University and KAPE agree that upon completion of the agreed upon probationary period, the employee in the appropriate unit shall be credited with seniority from the last date of employment in accordance with Civil Service Regulations.

Section 2. An employee's seniority accumulation shall be interrupted during any period of time the employee is on approved leave of absence without pay in excess of thirty (30) days and seniority accumulation shall resume when such employee properly returns to full-time work at the end of such leave.

Section 3. An employee's seniority shall accumulate without interruption during military leave which is conformed to in accordance with applicable state and federal statutes.

Section 4. Two copies of lists of the employees in the

appropriate unit shall be brought up-to-date annually as of November 1st and shall be furnished to KAPE. Such unit lists shall contain employee's name, classification, department, employment date and longevity date.

ARTICLE 33

Layoff and Recall

Section 1. Layoff. The University and KAPE agree that the University may layoff any employee in the classified service when it is necessary by reason of shortage of funds or work, the abolition of a position, the return of an employee on authorized military leave, or other material changes in duties or organization. The appointing authority may designate a geographic area or an organizational unit within which the layoff is to occur and within which the employees are to be subject to layoff. The layoff formula shall be applied only to the employees in the designated unit.

Section 2. Layoff Score. Layoff scores shall be computed for each employee in the University in the class of positions affected by the layoff in the geographical area or organizational unit designated by the appointing authority. Layoff scores shall be computed according to the following formula:

$$\frac{(A \times L_1 + (.500 \times L_2))}{100}$$

where:

A = average performance evaluation rating in the class of positions in which the layoff is to occur.

L_1 = the number of months of continuous service in the class of positions in which the layoff is to occur.

L_2 = the number of months of continuous service in classes

of positions other than the class in which the layoff is to occur.

- (a) The performance evaluation ratings used in computing the layoff score of an employee shall be the most recent ratings for the class of positions in which the layoff is to occur, but not to exceed the last five (5) ratings. Except for an evaluation required to be made at the end of a probationary period, an evaluation made on or after the date the appointing authority notifies his intention to make a layoff shall not be considered in figuring the layoff score. Point values assigned to evaluations shall be as follows: The highest possible adjective rating to have a value of four (4); the next highest a value of three (3); the next highest a value of two (2); the next highest a value of one (1); and the lowest a value of zero (0).
- (b) Continuous service shall mean the last continuous period of employment between the date of appointment to a permanent classified position in any class and in any agency and the date of the proposed layoff. A break in service of thirty (30) calendar days or less shall not be regarded as a break in service. Time spent on an approved leave of absence without pay for a period exceeding thirty (30) consecutive calendar days shall not be regarded as a break in service, but that time shall not be counted in computing length of service, except if the leave is military leave. Time spent on military leave shall be counted as time spent in the class from which the person went on military leave. Breaks in service, other than

approved leaves of absence without pay and other than military leave, where the employee is off the payroll for more than thirty (30) consecutive calendar days, shall be considered as having interrupted the continuity of service.

- (c) In determining the order of names on the layoff list, all employees without permanent status shall be listed first, in order of scores, with the person with the lowest score listed first. Next shall be permanent employees who are employed on a less than full time basis, in order of scores, with the person with the lowest score listed first. Finally, permanent employees working on a full time basis, in order of scores, with the person with the lowest score listed first.
- (d) The person with the lowest layoff score shall be laid off first. If more than one person is to be laid off, they shall be selected for layoff in ascending order of layoff scores.
- (e) In case of tied layoff scores, if some, but not all of the persons with tied scores need to be laid off, preference in retention shall be given to persons entitled to veterans preference in Kansas civil service examinations and to the widows and orphans of such persons. If tied scores cannot be broken in this manner, preference in retention shall be given to the person with the greatest amount of service in the classified service, whether or not continuous. If further ties remain, the University shall determine a method of breaking the ties.
- (f) Any employee selected for layoff shall be notified in writing by the appointing authority, with a copy to the

director, at least thirty (30) days in advance of the date of the layoff.

- (g) No permanent employee shall be laid off if, anywhere in the geographic area in which the layoff is to occur, there is a University position in the same class, or a position in another class at the same salary level or a lower level, filled by a conditional or probationary employee, and if the permanent employee selected for layoff is available for and interested in the position filled by the conditional or probationary employee, and if the appointing authority determines that the permanent employee can reasonably be expected to perform the duties of the position successfully. In such a case, the appointing authority shall terminate the probationary or conditional employee and shall arrange the transfer or voluntary demotion, as the case may be, of the permanent employee who would otherwise be laid off.

Section 3. Recall. The appointing authority shall request the State Director of Personnel to place on the reemployment list the name of every permanent employee who is laid off or who accepts demotion or transfer in lieu of layoff. Names of persons with permanent status who have been laid off shall be placed on the University reemployment list in reverse order from the order in which they appeared on the layoff list. Each name on the reemployment list shall be removed one (1) year from the person's separation from the service. However, the University may request, subject to approval of the State Director of Personnel, reinstatement of an individual who was laid off more than one (1) year but less than three (3) years ago, if the individual had permanent status on date of layoff and if he or she meets the qualifications for the class to which reinstatement is requested.

ARTICLE 34

Shift Preference

The University and KAPE agree that shift preference of qualified employees in all departments of the appropriate unit will be considered as openings occur, and where all factors are substantially equal, section seniority, where appropriate, classification seniority, then departmental seniority shall prevail. Shift changes may not be requested by individual employees more frequently than each six (6) months.

ARTICLE 35

KAPE Representative (Steward) System

Section 1. The University agrees to recognize KAPE representatives (stewards) who have been designated by KAPE to serve in this capacity. The number of KAPE representatives (stewards), selected from among employees in the appropriate unit, will not exceed one chief KAPE representative (steward) and eight (8) area KAPE representatives (stewards). It is agreed that KAPE, in appointing such KAPE representatives (stewards), does so for the express purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest possible level of organization.

Section 2. KAPE agrees to provide the University a current list of all KAPE representatives (stewards), designating the area of the appropriate unit in which each serves as a KAPE representative (steward). The chief KAPE representative (steward) is not restricted to any area in performing his or her assigned functions as long as he or she remains within boundaries of the appropriate unit. The KAPE representative (steward) list provided by KAPE will be maintained on a current basis.

(a) The function of the area KAPE representative (steward)

is to serve as a KAPE point of initial contact and information for all employees in the appropriate unit. KAPE representatives (stewards) will be allowed reasonable time during working hours, without loss of pay or leave, for the purpose of discussing grievances or other appropriate matters directly related to the work situation of employees in the area of the appropriate unit represented by the KAPE representative (steward). Reasonable time for this purpose shall be interpreted to mean up to fifteen (15) minutes per contact, but no more than two (2) hours per week total for all grievance handling in the area. The KAPE representative (steward) is permitted to discuss the problem(s) with the employee or employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Before attempting to act on any employee grievance, the KAPE representative (steward) will insure that the employee has discussed the matter with his or her supervisor. The KAPE representative (steward) may be present during the discussion between the employee and supervisor if the employee so requests. Before leaving his or her post, the KAPE representative (steward) will request permission of his or her immediate supervisor and advise the supervisor: (1) that his or her absence involves KAPE business; (2) the location he or she is going to.

- (b) It is understood that the work and service provided by the University are the primary concern and such requests for absence on KAPE business will be evaluated by the supervisor in light of the KAPE representative's (steward's) assigned work and the conditions existing at

the time. If the supervisor feels that he or she cannot excuse the KAPE representative (steward) at the requested time, the KAPE representative (steward) should be advised of the time he or she may be excused. On arriving at the destination, the KAPE representative (steward) will seek out the person in charge and advise him or her of: (1) the purpose of the visit; (2) the name of the employee he or she wishes to see. If the employee is not available because of work demands, the supervisor will inform the KAPE representative (steward) when the employee will be available.

- (c) KAPE representatives (stewards) will give equitable attention to complaints of all employees included in the appropriate unit as defined in the Recognition article of this Agreement without regard to KAPE membership.

Section 3. The function of the chief KAPE representative (steward) is to assist the area KAPE representative (steward) when necessary. He or she will observe the procedures set forth in Section 2 of this article provided, however, if the University requests the services of the chief KAPE representative (steward), this time will not be counted as a part of the two (2) hours per week time limit referred to in Section 2(a) of this article.

Section 4. It is agreed that the time off during working hours granted to KAPE representatives (stewards) will not be used for discussing any matters connected with the internal management and operation of KAPE; the collection of dues or assessments; the solicitation of membership; campaigning for elective office in KAPE; the distribution of literature; or the solicitation of grievances or complaints.

Section 5. An employee desiring to leave his or her post to discuss an appropriate matter with a KAPE representative (steward) will obtain prior permission from his or her supervisor.

ARTICLE 36

KAPE Representatives

Representatives of KAPE previously accredited to the University in writing by the Association, shall be permitted to come on the premises of the University for the purpose of investigating and discussing grievances or alleged violations of the Memorandum of Agreement with the employees in the appropriate unit they represent, if they first obtain authorization to do so from the University Director of Employee Relations or his designated representative. In no case shall such visits be allowed to interfere with the scheduled work of the employees. If the visit of the KAPE representative occurs at a time when the University Director of Employee Relations or his designated representative is not on duty, then the KAPE representative shall check with the University Personnel Officer, who will locate the proper acting department head for visitation authorization.

ARTICLE 37

Use of Facilities

The University shall provide meeting space to KAPE for regular or special KAPE meetings upon written notice from the president of the chapter. Such meeting space shall be provided under the following circumstances:

- (a) If suitable space is available at the University and is not reasonably available elsewhere in the area.
- (b) KAPE agrees to reimburse the University for any usual charge made for the facilities provided and for any additional expenses incurred by the University including janitorial services or other expense which would not have been incurred had the space not been made available to KAPE.

- (c) That a request for the use of such space is made at least two weeks in advance of the date of use and in the event of cancellation, cancelled no later than forty-eight (48) hours prior to scheduled use.

ARTICLE 38

Bulletin Boards

The University and KAPE agree that:

- (a) The University will secure and install fifteen (15) bulletin boards for the exclusive use by KAPE for posting official notices of KAPE meetings and other KAPE functions.
- (b) These bulletin boards will be installed by the University in the following locations--

For University Facilities Employees:

- 1 - Power Plant
- 4 - Maintenance Shop
- 1 - Grounds Department

For Housing Employees:

- 1 - Housing Maintenance Shop
- 1 - Pittman

For Food Service Employees:

- 1 - Derby Food Center
- 1 - Kramer Food Center
- 1 - Boyd

For Other Appropriate Unit Employees:

- 4 - Upon recommendation by KAPE of optimum location to serve these employees, the University will install these bulletin boards.

- (c) After the initial procurement and installation of these bulletin boards by the University, KAPE hereby

agrees:

- (1) to thereafter maintain these bulletin boards in good condition and neat appearance;
- (2) use of bulletin boards shall be limited to notice of meetings, notice of elections of officers and other association business unless prior approval is requested and granted by the Director of Employee Relations or his designated representative. Such approval shall not be unreasonably denied;
- (3) to accomplish all posting of new notices and removal of obsolete notices;
- (4) to insure that all notices are signed by an officer of KAPE; and
- (5) to insure that all notices are in good taste and do not contain anything that would reflect unfavorably upon the University or any employee.

ARTICLE 39

Campus Mail Service

The University and KAPE agree that the University will send by campus mail sufficient copies as designated by KAPE of the following material to the chief steward for subsequent prompt posting on the KAPE bulletin boards:

- (a) all new promotion and vacancy openings in the appropriate unit on a bi-weekly basis;
- (b) all future changes to general rules and regulations relating to conditions of employment that are issued by the Vice President for Business Affairs or by the Director of Personnel Services, with the exception of the Business Procedures Manual which will be limited to four (4) copies.

The University agrees to permit KAPE restricted use of the Campus Mail Service for only the sending out and returning of ballots for the annual election of KAPE officers. KAPE agrees to restrict their use of Campus Mail Service to only the sending and receiving of ballots for the annual elections of KAPE officers.

ARTICLE 40

Grievance Procedure - Arbitration Procedure

Section 1. Any grievance or dispute arising as to the interpretation of or application of the provisions of this Agreement shall be settled in the following manner. Nothing in this article or elsewhere in this Agreement is deemed to apply to matters of demotion, dismissal and suspension since a method of settlement or an appeal procedure is established under appropriate Kansas Statutes or Regulations. This grievance procedure does not apply to employees in the appropriate unit during the first six months of employment. A grievance or dispute shall be defined as a statement of dissatisfaction by a member of the appropriate unit, or by KAPE, or by the University over the interpretation and application of the provisions of this Agreement. A grievance under this Agreement does not include traditional work practices; however, nothing herein shall be deemed to exclude KAPE from exercising any rights in state or federal courts which it or its members may have under K.S.A. 75-4322 (u) wholly apart from the terms of this Agreement.

Section 2. Step 1. The employee shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee within five (5) working days. The employee may have the

appropriate local KAPE representative present at this step if he or she so desires.

Step 2. If the grievance has not been settled in Step 1, it shall be presented in writing, in triplicate, on mutually agreed upon forms furnished by the University and signed and dated by the employee, to the department head within five (5) working days after the supervisor's answer in Step 1 above is due. The department head shall respond to the employee in writing within seven (7) working days.

Step 3. If the grievance has not been settled in Step 2, it shall be presented in writing, in triplicate, by the employee to the Vice President for Business Affairs of the University or his designated representative within five (5) working days after the response from the department head in Step 2 above is due. The Vice President for Business Affairs or his designated representative shall hold an informal meeting to obtain information regarding the grievance and shall respond in writing within ten (10) working days. The employee may have the local KAPE representative represent him or her at this step if the employee so requests.

Section 3. Failure by the University to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next step. If an employee fails to appeal from one step to the next step within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last University decision and the grievance shall not be subject to further appeal or reconsideration. In the event that compensation is involved in a grievance by an employee, retroactivity of compensation shall be limited to compensation for a maximum of fifteen (15) working days prior to the date of the

filing of that written grievance or complaint with the University. By mutual agreement, a grievance may revert to a prior step for reconsideration.

Section 4. Grievances which have not been mutually resolved in Section 2, Step 3, may be submitted to arbitration by either the University or by KAPE by notifying the other party in writing within thirty (30) calendar days of the date of the response of the Vice President for Business Affairs of the University or his designated representative. If an unresolved grievance is not submitted to arbitration by KAPE within thirty (30) calendar days of the date of the response of the Vice President for Business Affairs or his designated representative, it shall be considered settled on the basis of the answer in Section 2, Step 3 of the grievance procedure.

Section 5. ARBITRATION PROCEDURE

- (a) A representative chosen by KAPE and a representative of the University shall meet within ten (10) calendar days of the date of the written appeal of the grievance to arbitration for the purpose of selecting an impartial arbitrator. If these parties are unable to agree on an impartial arbitrator within the ten (10) calendar day period, the parties, acting jointly, shall request the Federal Mediation and Conciliation Service for a list of five (5) persons, each qualified to act as an impartial arbitrator. In the event the Federal Mediation and Conciliation Service is unable, within fifteen (15) calendar days of application, to furnish a list of five (5) persons, each qualified to serve as the impartial arbitrator, the parties shall make joint application to the Kansas Public Employee Relations Board for such a list. Upon receipt of the first available list of five (5) persons, the University and KAPE shall determine by

lot the order in which they will strike names and thereafter each shall in that order alternately eliminate one name until only one name remains on the list, and that person shall become the impartial arbitrator.

- (b) The cost of this impartial arbitrator and the expense of the hearing, shall be shared equally by the parties. If both parties request a court reporter, the cost shall be shared equally. If only one party requests a court reporter, this requesting party shall bear the full cost of the court reporter. Multiple unrelated grievances shall not be subject to arbitration at the same time or before the same arbitrator unless the University and KAPE specifically and mutually agree. The arbitrator shall only have jurisdiction and authority to interpret and apply the provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend or modify the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon those matters herein but shall not authorize the adjustment or change of such matters which have the force and effect of law or have been fixed by statute or by the constitution of the State of Kansas, nor shall any decision of the arbitrator require the payment by the University of any monies in excess of funds lawfully appropriated and available for such obligation.

Section 6. Discussion of grievances or disputes at any step of the grievance procedure shall be at such time and place as the parties mutually agree upon.

ARTICLE 41

Checkoff of KAPE Dues

The University agrees that employees in the appropriate unit

may request the checkoff of KAPE dues in accordance with applicable State Statutes and implementing directives of the Division of Accounts and Reports of the State of Kansas.

ARTICLE 42

Savings Bonds

All classified and unclassified employees employed in positions requiring at least 1,000 hours per year may elect to participate in the payroll deduction bond savings program during any subsequent pay period providing such election is received in Personnel Services office by the sixth (6th) day of the month preceding the desired effective month. "Series E" bonds in denominations available may be selected.

ARTICLE 43

Rules and Regulations

General rules and regulations pertaining to the performance of work and conduct of employees will be developed by the University and posted on the Personnel Services bulletin board. Such rules and regulations and changes made by the University from time to time will be reasonable and not be inconsistent with provisions of this Agreement. Sufficient copies of rules and regulations will be made available to KAPE for any posting desired by KAPE on bulletin boards reserved for the exclusive use of KAPE. It is understood that all employees in the appropriate unit agree to observe and adhere to the rules and regulations of the University insofar as they do not conflict with the provisions of this Agreement.

ARTICLE 44

Safety

Safety is of mutual concern to the University and KAPE on behalf of the employees. KAPE will cooperate with the University in encouraging employees to observe applicable safety rules and regulations and to attend safety meetings when held by the University to inform employees on safe work habits and safety rules.

The University agrees to make every reasonable effort to comply with applicable federal, state or local safety laws, rules and regulations.

All employees shall be alert to any unsafe conditions and promptly report such unsafe conditions to their supervisors.

Supervisors shall see to the prompt investigation and correction of unsafe conditions, if warranted. If the supervisor is unable to correct the condition, it shall be referred to the department head. In the event the unsafe condition is not corrected, the department head and the employee may take the matter to the Safety Officer. The Safety Officer shall promptly investigate the unsafe condition and give the employee and the department head a written answer as to disposition of the matter.

Four (4) representatives from among employees in the appropriate unit shall be members of the University Safety Committee. No more than one (1) representative shall be from the same department. The Safety Committee shall meet at least one every six (6) months.

The purpose of the Safety Committee shall be to report and review safety conditions and bring them, with recommendations, to the attention of the University.

ARTICLE 45

Pay Plan

The wage rates for employees in the appropriate unit of the

University covered by this Agreement are set forth in the State of Kansas Classified Pay Plan.

ARTICLE 46

Handling Impasse

Section 1. If, in the course of meet and confer meetings, either the University or KAPE concludes that an impasse has been reached on a remaining issue or issues; either party may request mediation of the impasse by furnishing the other party with a statement of its present position(s) in writing together with a notice of intent to request mediation. Within five (5) days of receipt of the notice, the other party may submit, in the interest of compromise, a counterproposal. Failure to submit a counterproposal within the five (5) days will constitute joint agreement to proceed with mediation. If, after discussion between the parties of a counterproposal, either party concludes that the impasse still exists, it may notify the other party in writing and jointly the parties shall request mediation.

Section 2. The parties will immediately contact the Federal Mediation and Conciliation Service to furnish a mediator.

Section 3. The mediator's services will be terminated as the parties may decide, provided that the mediation period shall not extend beyond a seven (7) calendar day period unless both parties agree to a longer period.

Section 4. If mediation efforts have not resulted in agreement on the issue or issues, either party may request fact-finding by furnishing the other party with a statement of its present position(s) on the remaining issue or issues in writing together with a notice of intent to request fact-finding. Within ten (10) days of receipt of the notice, the other party may submit, in the interest of compromise, a counterproposal. Failure to submit a

counterproposal will constitute joint agreement to proceed with fact-finding. If, after discussion between the parties of a counterproposal, either party concludes that the impasse still exists, it may notify the other party in writing and jointly the parties shall request a fact-finding board be convened.

Section 5. The fact-finding board shall consist of three (3) members, one (1) selected by the University and one (1) by KAPE. These two (2) shall select the third member. Failure on the part of these two (2) to agree on the third member of the fact-finding board within five (5) days of their first meeting shall result in a joint application to the Federal Mediation and Conciliation Service for a list of five (5) persons, each qualified to serve as the impartial third member of the fact-finding board. Upon receipt of the list of five (5) persons, the University and KAPE shall determine by lot the order in which they will strike names and thereafter each shall in that order alternately eliminate one (1) name until only one (1) name remains on the list, and that person shall become the third member of the fact-finding board. The fact-finding board will convene as expeditiously as possible.

Section 6. The expenses of the impartial third member and the cost of the fact-finding procedure shall be shared equally by the parties except that each party shall be responsible for wages and expenses of their individual representatives on the board.

Section 7. Efforts of the fact-finding board shall relate only to the unresolved issue or issues at the time of their appointment. The board shall convene as expeditiously as possible and present, in writing to both parties, their findings and recommendations for settlement of the issue or issues. Such findings and recommendations may be released to the various news media twenty-four (24) hours after both parties have received the report of the fact-finding board.

ARTICLE 47

No Strike or Lock Out

KAPE agrees that during the life of this Agreement KAPE, its agents, or its appropriate unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the University.

The University will not lock out any employees during the term of the Agreement as a result of a labor dispute with KAPE.

ARTICLE 48

Approval of the Board of Regents, State Administration, and the Legislature

It is agreed by and between the University and KAPE that this Memorandum of Agreement shall be submitted to the Board of Regents for approval or rejection and, if approved, any provisions of this Agreement which require amendment of rules and regulations of the Secretary of Administration or of the pay plan and pay schedules of the state may be approved or rejected by the State Administration and, if approved, shall be implemented to become effective at such time as the State Administration or Legislature, as the case may be, specifies, and in the manner prescribed by law.

ARTICLE 49

Savings Clause

If any provision of this Agreement is found to be or is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect for the duration of the Agreement. Any provision of this Agreement which quotes any valid law, or Department of

Administration regulation, all or in part, either directly or indirectly, shall be adhered to in its present form or as it may be subsequently amended and changed.

ARTICLE 50

Duration and Termination

+30.8/

This Memorandum of Agreement shall become effective on the first day of the month following approval of the Board of Regents except for those provisions of the Agreement which state herein, or otherwise by law require the approval of the State Administration and/or the Legislature in accordance with Article 48 of this Agreement. When this approval is obtained, this Agreement shall remain in effect to March 1, 1982. Since many of the articles in this Memorandum of Agreement have been updated to be in consonance with the new Kansas Personnel Regulations that are scheduled to become permanent on May 1, 1979, the parties hereby agree, in the event that the approval of the Board of Regents should precede the May 1, 1979 date, to continue to comply with the terms of the current 1974 Memorandum of Agreement until May 1, 1979. In the event that any of the new Kansas Personnel Regulations that have been used to update any articles in this Memorandum of Agreement are either changed as proposed or do not become effective on May 1, 1979, the parties further agree to reopen these meet and confer discussions as soon as possible. Such meet and confer discussions will be limited to only those articles that have been directly affected by any provisions of the new Kansas Personnel Regulations that were not made effective on May 1, 1979.

KAPE may request meet and confer discussions for the purpose of discussing only proposed wage changes in the state pay

plan. Such request must be made in writing to the University not less than sixty (60) days nor more than ninety (90) days prior to March 1st of any year and such discussions must be concluded by March 1st.

The entire Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing ninety (90) days prior to March 1, 1982 or any March 1st thereafter that it desires to change or terminate this Agreement, as the case may be. If notice of the desire to change is given, it shall contain a statement of changes desired, and meet and confer meetings shall begin not later than thirty (30) days after said notice is received.

In witness thereof, the University and KAPE hereto have set their hands this
20th day of February, 1979.

STATE OF KANSAS
KANSAS STATE UNIVERSITY

KANSAS ASSOCIATION OF PUBLIC EMPLOYEES

Daniel D. Beatty 2/20/79
Daniel D. Beatty Date
Vice President for Business Affairs, KSU

Richard J. Gordon 2-20-79
Richard J. Gordon Date
President, Chapter 11, KAPE

Duane Acher 4-3-79
Duane Acher Date
President, KSU

Ben F. Brown 2-20-79
Ben Brown Date
KAPE Team Member

Lowell Long 2-20-79
Lowell Long Date
Director of Labor Relations for the
Secretary of Administration

Keith Adams 2/20/79
Keith Adams Date
KAPE Team Member

William Leonard 4-30-79
Board of Regents Date
State of Kansas

Bobby Cooper 2-20-79
Bobby Cooper Date
KAPE Team Member

Patrick Hurley 5/11/79
Patrick Hurley Date
Secretary of Administration

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